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8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**

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11 JANICE EVANS, ) No: 3:12-CV-03452 JCS  
12 Plaintiff, )  
13 vs. )  
14 CARROWS RESTAURANTS, INC., et al., )  
15 Defendants. )  
16 )  
17 )

18 IT IS HEREBY STIPULATED by and between Plaintiff Janice Evans ("Plaintiff") and  
19 Defendant Carrows Restaurants, Inc. ("Defendant"), by and through their respective counsel,  
20 that pursuant to Federal Rule of Civil Procedure 41(a)(2), Defendant Carrows Restaurants, Inc.  
21 is dismissed with prejudice from this action.

22 IT IS FURTHER STIPULATED between Plaintiff and Defendant Carrows Restaurants,  
23 Inc. that this case has been settled as between them and all issues and controversies have been  
24 resolved to their mutual satisfaction. Plaintiff and Defendant Carrows Restaurants, Inc. request  
25 the Court to retain jurisdiction to enforce the terms of their settlement agreement under the  
26 authority of *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 381-82 (1994).

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1 Date: October 4, 2012

MOORE LAW FIRM, P.C.

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7 Date: October 3, 2012

/s/ Tanya E. Moore

Tanya E. Moore

Attorney for Plaintiff Janice Evans

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CATALINA RESTAURANT GROUP

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/s/ Luciana O'Brien

Luciana O'Brien

Attorneys for Defendant Carrows Restaurants, Inc.

**ORDER**

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The parties having so stipulated,

**IT IS HEREBY ORDERED** as follows:

1. Plaintiff Janice Evans and Defendant Carrows Restaurants, Inc. shall comply with the terms of the confidential Settlement Agreement and Release in Full, the terms of which are incorporated herein by reference.

2. By consent of Plaintiff Janice Evans and Defendant Carrows Restaurants, Inc., the Court shall retain jurisdiction in this matter for the purpose of enforcing the terms of the settlement agreement.

3. Except as provided for in paragraphs 1 and 2 above, Carrows Restaurants, Inc. is dismissed with prejudice from this action.

**IT IS SO ORDERED.**

Dated: 10/15/12



United States District Court Judge  
Magistrate